

NOTICE OF AVAILABILITY TO LEASE FORT GEORGE G. MEADE ENHANCED USE LEASE



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SECTION 1.0	EXECUTIVE SUMMARY
SECTION 2.0	LEASING DESCRIPTION & PERFORMANCE REQUIREMENTS
SECTION 3.0	APPLICATION SUBMISSION
SECTION 4.0	EVALUATION CRITERIA
SECTION 5.0	ARRANGEMENTS FOR INSPECTION OF SITE
SECTION 6.0	POINTS OF CONTACT
APPENDIX A	CONFLICT OF INTEREST CERTIFICATION
APPENDIX B	ENVIRONMENTAL AND CULTURAL

NOTICE OF AVAILABILITY TO LEASE AT FORT MEADE

SECTION 1.0 – EXECUTIVE SUMMARY

1.1 AUTHORITY: The Enhanced Use Leasing (“EUL”) process is provided under the authority of Title 10, United States Code, and Section 2667, as amended. This authority allows for military installations to outlease land and facilities to a private or public entity. Specifically, installations can, among other things: 1) outgrant for other types of mission functions; 2) enter into long-term or short-term leases, providing greater flexibility for facility reuse; and 3) receive no less than fair market rental, in cash or in-kind, as consideration for the leased property.

1.2 FORT GEORGE G. MEADE

Fort Meade has the 4th largest workforce of Army installations in the United States, and is the largest joint service installation. Fort Meade has national stature and is a key contributor to the economic health of the state of Maryland.

Location

Fort Meade is roughly the mid-point between Baltimore and Washington, D.C. and lies approximately four miles east of Interstate 95 and one-half mile east of the Baltimore-Washington Parkway, between Maryland State routes 175 and 32. Fort Meade is located in Anne Arundel County near the communities of Odenton, Laurel, Columbia and Jessup.

Size

The installation consists of 5,067 acres with 65.5 miles of paved roads, 3.3 miles of secondary roads, and about 1,300 buildings. There is a modern exchange mall, credit union, post office, chapels and many other facilities. Fort Meade is home to approximately 10,000 military personnel along with about 26,000 civilian employees. Nearly 9,900 service and family members reside on post. Additionally, Fort Meade is also poised to be a significant receiver of new missions amounting to 5,300+ jobs in conjunction with the 2005 Base Realignment and Closure (BRAC) recommendations approved in November 2005. The post’s comprehensive expansion master plan, published in 2005, postulates that Fort Meade expansion will not end with BRAC. It looks out 30-50 years and identifies 21 million square feet of developable land for up to 49,000 personnel.

History

Fort George G. Meade became an Army installation in 1917. The present Maryland site was selected on June 23, 1917. During World War I, more than 400,000 men passed through Fort Meade while conducting training with three infantry divisions, three training battalions and one depot brigade. Fort Meade became a training center during World War II, its ranges and other facilities used by more than 200 units and approximately 3,500,000 men between 1942 and 1946. With the conclusion of World War II, Fort Meade reverted to routine peacetime activities. The 1950s marked a change in mission as the National Security Agency set up its headquarters on Fort Meade, shifting the post from supporting troop training to enabling high-tech intelligence and information missions. Fort Meade continued to support the nation as needed in conflicts such as Korea, West Berlin, Cuba, Vietnam, the first Gulf War, Bosnia, and Iraq and Afghanistan.

Current Status

Today, Fort Meade provides support and services for 80 installation partners or tenants which include the Defense Information School, the U.S. Army Field Band, and the National Security Agency. Fort Meade is a federal campus, with the Environmental Protection Agency and Office of Personnel Management also maintaining facilities of the installation. Fort Meade supports the varied missions of all its tenants who represent a wide variety of training, intelligence, and educational programs.

Following the 2005 BRAC decisions approved by Congress, Fort Meade's mission as a major federal administrative center has increased and it now has the need to accommodate additional tenants and activities. Fort Meade will receive 5,300+ new jobs focused around three different types of activities. the Defense Information Systems Agency (DISA), Defense Department Adjudication Activities, and Defense Department Media and Publications Activities. DISA alone has a projected contractor tail of approximately 5,000 contractors in addition to its workforce of 4,100 personnel that are expected to move with the agency up from Northern Virginia.

Installation Partners or Tenants

Among Fort Meade's 80 tenants are the following organizations: The National Security Agency Headquarters; Defense Information Systems Agency; Joint Network Management System Program Office; Joint Task Force-Global Network Operation; Deployable Joint Command and Control Program Office of the Naval Surface Warfare Center; Joint Tactical Radio System Program Office; 694th Intelligence Wing; 704th Military Intelligence Brigade; 902nd Military Intelligence Group; Naval Security Group Activity; Defense Courier Service; Defense Information School; 55th Signal Company (Combat Camera); First United States Army Training Support Division East; Headquarters U.S. Army Garrison; Public Affairs NCO Academy; U.S. Army 1st Recruiting Brigade; U.S. Army Central Personnel Security Clearance Facility; U.S. Army Field Band; U.S. Army Recruiting Battalion-Baltimore; U.S. Medical Department Activity; and the Baltimore Military Entrance Processing Station.

Key Tenant Detail

National Security Agency (NSA)

The National Security Agency is the largest tenant on Fort Meade. The significance of Fort Meade and the National Security Agency (NSA) is underscored by some of the following:

- Fort Meade and NSA together equal the largest employer in the state of Maryland
- Fort Meade has the 4th largest workforce of Army installations in the continental United States
- Fort Meade is one of the largest joint service centers in the United States
- Projected customer/ tenant population at Fort Meade of approx. 115,000 including BRAC increases
- Annual Contribution of nearly \$4 billion to the Maryland economy

Defense Information Systems Agency (expected in 2010)

The realignment of the Defense Information Systems Agency (DISA) to Fort Meade by the year 2010 will bring approximately 4,000 federal employees to the installation. They offer IT solutions and enhanced capabilities that enable our customers to rapidly turn decisions into strategic, operational, and tactical actions.

Defense Information School

The Defense Information School (DINFOS) is a field activity of the Assistant Secretary of Defense (Public Affairs). As a center for excellence for military communications, DINFOS is tasked to train and provide continued professional development to public affairs professionals within the Department of Defense.

DOD Media Activity

Coming in 2010 is the DoD Media Activity which will include Soldiers Magazine, Naval Media Center, Army Broadcasting-soldier Radio/TV, Air Force News Agency & Army Hometown News Service, and the American Forces Information Service, from various leased sites out of Fort Belvoir and Lackland Air Force Base. These relocations create a DoD Media Activity at Fort Meade for all command information products. This provides greater force protection for agencies in high-cost leased space and creates enhanced integration among Military information disseminating organizations. The realignment of DOD media activity under BRAC will result in the approximately 700 new civilian and military employees at the Fort Meade location

Economic Contributions

Fort Meade contributes nearly \$4 billion annually to the regional economy through salaries and activities on and around the installation. Over \$2 billion in contracts are let through Fort Meade based organizations, which directly support some of the region's key employers, including ARINC, Booz Allen & Hamilton, Computer Sciences Corporation, General Dynamics, Northrop Grumman, and other national and regional defense contractors.

Total Workforce Salaries:

Civilian	\$ 1,100,000,000
Military	\$ 444,000,000

Additional Economic Stimulus:

Contracts:	\$ 2,200,000,000
Commissary (sales):	\$ 62,000,000
AAFES (sales):	\$ 116,000,000
MWR (generated):	\$ 9,000,000
Annual Military Construction:	\$ 24,000,000
Medical Facilities	\$ 4,000,000

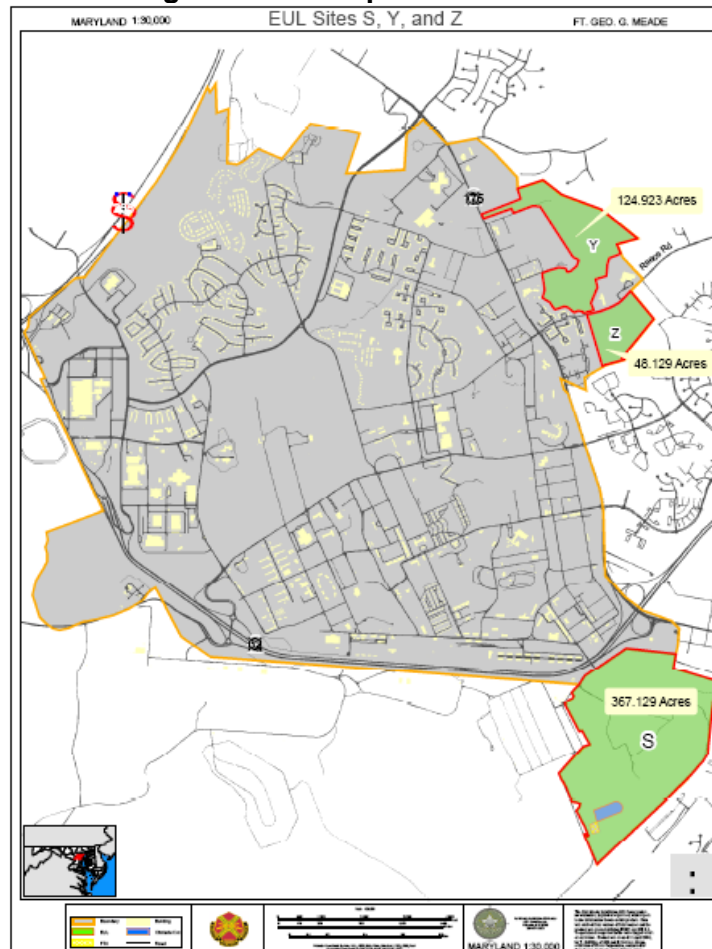
- † *Income generated from 8,000 – 10,000 visitors per month*
- † *Contractors attracted to area*
- † *Land Lease to Anne Arundel County Schools: 184 acres for \$251/yr*

1.3 FORT MEADE EUL SITE

1.3.1 VISION: The proposed EUL will make possible the most effective and efficient use of land on Fort Meade. It will allow the installation to execute its comprehensive expansion master plan by freeing 375 +/- acres in the center of the post for core missions while relocating the existing 36-hole golf course to an area on the periphery suited to recreational activities. The EUL will allow us to derive significant benefits from non-excess land, and will support BRAC-related and national security missions on post.

1.3.2 SITE: The site identified for the EUL at Fort Meade entails 540 acres, including a total of 173 acres on Parcels Y & Z which is reserved for commercial development, and Parcel S which is a 367 acre site, of which 90 acres is a capped landfill, reserved for the new Fort Meade golf course facility. Parcels Y & Z are on the northeastern portion of the installation and the sites are roughly bounded by Rte. 175 and Reece Road. Site Y consists of 124.923 acres and is bounded to the southwest by Rte. 175, by the new Army Reserve Center to the west and by Reece Road to the south. Site Z consists of 48.129 acres and is bounded to the north by Reece Road and to the southeast and southwest by residential and wooded areas adjacent to Rte. 175. Site S consists of 367 acres, 90 of which are capped landfill, and is located south of the intersection of Rte. 175 and Rte. 32.

Figure 1.3.2 : Map of EUL Parcels



1.3.2 MISSION: Fort Meade's primary mission is to provide support and services for 80 installation partners or tenants which include the Defense Information School, the U.S. Army Field Band, and the National Security Agency. Fort Meade is a federal campus supporting the missions of its tenants who represent a wide variety of training, intelligence, and educational programs.

1.3.4 FORT MEADE SITE/LOCATION: The goal of this project is to support mission-oriented uses and other compatible uses for approximately 540 acres on the Fort Meade site. The EUL

project will consist of the construction of office buildings and two 18-hole golf courses to create collaborative opportunities with the missions and tenants of Fort Meade and the receipt of in-kind services for the property leased.

The surrounding commercial and residential areas in Odenton, Maryland, include improvements to existing retail amenities, expanded residential development, and a mixed-use town-center development, all within less than one mile of the main gate of the installation. Odenton is a rapidly growing commercial and residential area, which serves as a “bedroom community” for Baltimore and Washington DC, and which will be further bolstered by gaining military and security-related jobs as a result of the 2005 BRAC legislation which realigns approximately 5,300 new direct military and civilian jobs to Fort Meade by not later than 2010. With the emergence of Fort Meade, anchored by the NSA, as a center for excellence in national security and intelligence, there promises to be continued growth of the federal and contractor community in the Odenton area.

1.4 BUSINESS OPPORTUNITY: Fort Meade seeks to competitively select a private developer to lease [a] parcels of land [and] to develop commercial office space for lease by tenants as demand in the market will dictate. The successful private sector bidder will operate and maintain the facilities and provide in-kind consideration or cash to the Army of no less than the fair market value of the leased assets. To these ends, Fort Meade sees these private sector opportunities as compatible with the post’s mission and as an extension of Fort Meade’s business objectives. Fort Meade leaders believe there is an opportunity for Fort Meade and a private sector developer/property manager to work together to receive significant financial benefits.

Specifically, the private sector has the opportunity to receive a market rate return from development activities, leasing of rentable square footage, and continuing property management of real estate assets in exchange for service to Fort Meade. Facilities to be included in the future EUL parcels at Fort Meade are likely to entail:

- Office and administrative buildings on parcels Y & Z.
- Two 18-hole golf course facilities on Parcel S .to replace the existing golf facilities on Fort Meade

1.5 PROJECT SUMMARY

1.5.1 PROPERTY DESCRIPTION: The overall Fort Meade installation is bounded by Rte. 295 (Baltimore Washington Parkway) to the northwest, Rte. 175 to the northeast, and Rte. 32 to the southwest and south and southeast. The proposed EUL site is comprised of three sites located on the edges of the installation. Two of the sites, Y & Z, are located above Rte. 175 at the intersection with Reece Road, while Site S, a portion of which (90 acres) is a closed, capped landfill, is located proximate to the intersection of Rte. 175 and Rte. 32. Currently, access to the post is restricted as a result of heightened force protection security requirements, however, it is anticipated that access to the EUL sites (Parcels Y, Z & S) will not be subject to on-post force protection security restrictions. .

Parcel Y: Consists of 124.923 acres and is bounded to the southwest by Rte. 175, by the new Army Reserve center to the west, and by Reece Road to the south. Neighboring lots are military housing east of Rte. 175, parcel Z to the south/southeast, a school and installation school-age services on the south/southeast, and wooded areas to the northeast and northwest.

Parcel Z: Consists of 48.129 acres and is bounded to the north by Reece Road and to the southwest by residential areas parallel to Rte. 175. Neighboring properties include the recently constructed military housing east of Rte. 175 and wooded areas to the northeast and southeast.

Parcel S: Parcel S occupies about 367 acres in the southeast corner of Fort Meade, south of the intersection of Maryland Rte. 32 & Rte. 175. Parcel S consists primarily of woodlands, a 90 acre capped landfill and some wetlands. There is a small training facility on the parcel that will have to be relocated. Residential and light industrial areas are located east and north of the site. Neighboring properties include AMTRAK maintenance yard, a residential trailer park, residences, and commercial business facilities. The Odenton MARC Train Station is located within one mile of Site S. The Patuxent Wildlife Research Center occupies the land to the west. The Center includes small arms ranges immediately adjacent to Site S. A majority of parcel S is designated as Forest Conservation area.

ZONING & DENSITY on SITES Y, Z & S: Due to their designation as federally owned land on a US Military Base, Parcels Y, Z, & S shall not be subject to Anne Arundel County zoning or permitting processes. Fort Meade will work with the selected developer in a Zoning and Regulatory capacity to develop a master plan for the development of Parcels Y, Z & S. The physical planning and design character of the EUL sites shall generally be in keeping with the guidance and design principals set forth in the 2005 Fort Meade Master Plan. It can reasonably be assumed that the future development of these parcels may range from four stories to a maximum of six stories of above-ground construction. The Master Plan also states a commitment to environmentally sound development to include sustainable land use practices, and efficient use of resources; as such, underground and/or structured parking are preferred alternatives to surface lots.

1.5.2 PROJECT GOALS: The Army is seeking a prospective private sector developer and property manager (hereafter “Developer”) to participate in the development, maintenance and management of office space land uses. Upon selection of a Developer, the Army and the Developer will work together to develop a Business and Leasing Plan (hereafter “Plan”) for leasing and development of the property described in Section 1.5.1. The Developer selected will be expected to thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure the successful implementation of the Plan.

The goals of the project are to:

- 1) Optimize Fort Meade support to NSA, incoming BRAC agencies, and associated installation missions;
- 2) Underwrite Fort Meade’s need for modern new facilities, including replacement of two 18-hole golf courses;
- 3) Allow Fort Meade to utilize in-kind consideration and/or cash generated by the project to further enhance the quality of life and training provided; and
- 4) Employ the best commercial practices to benefit both the Army and the Developer.

1.5.3 PROJECT CONCEPT: The Department of the Army proposes to lease the above-described land to the Developer for a term in line with the proposed development, but in no event to exceed 50 years. The Developer will finance, plan, construct, operate and manage the buildings to be developed and described above for the term of the lease and receive market rents from tenants. In addition, the Developer will provide Fort Meade in-kind consideration equal to no less than the fair market value of the leased asset, to include the construction of two 18-hole golf courses and the subsequent management of

those facilities on behalf of the US Army until operations have stabilized, as well as other yet-to-be identified facilities and services.

1.5.4 BUSINESS AND LEASE PLAN: The Plan will provide details regarding the financing strategies, lease terms and conditions, development scope, use restrictions, property and asset management procedures, terms and conditions for in-kind consideration, and other matters agreed upon by the Army in coordination with the Developer. Upon completion of the Plan and final approval by the Army, a lease and other transfer documents will be negotiated by Fort Meade and the Developer to implement the Plan, or portions thereof. The decision to implement the Plan will be made by the Army at its discretion. If potential development opportunities are identified during the planning process that cannot be accommodated under the leasing authority, the Developer and Fort Meade will, if feasible, discuss implementation through alternative authorities. In no event will the Army be responsible for the payment of any fees or have any liability to the Developer for the Plan or work product generated in developing the Plan should the plan not be acceptable. It should be noted, the Army and Fort Meade have set the following objectives for this project:

- To maintain positive relations with the communities surrounding the property.
- To successfully integrate development activities with cultural resources and environmental policy management requirements in support of the mission of Fort Meade
- To successfully blend development activities into the naturalistic setting with as little visual impact above ground as possible for the surrounding communities.
- To employ the best commercial practices to the benefit of both the Army and the Developer.
- To find uses for Fort Meade assets which are compatible with the requirements and mission of Fort Meade.
- To work with Anne Arundel County & Fort Meade as required to integrate all services required to support the site (utilities, fire, life safety, road access and intersection improvements).

The Army believes that these goals, concepts, and objectives can best be achieved by working with the Developer to develop the Plan for Fort Meade. The valuable assets of this vacant site make this initiative a valuable opportunity for a world-class Developer to participate in this EUL opportunity.

1.5.5 DEVELOPMENT PROCESS: Upon selection of the Developer, the Army and the Developer will work cooperatively to develop a Plan that will be implemented through a lease or leases for selected real estate assets of the Fort Meade. The Developer will be responsible for drafting the Plan. The Army and its advisors will review this Plan. It should be noted that the Army has final approval of the Plan. In addition, the Plan will be subject to review by local government stakeholders.

1.5.6 FORT MEADE PARTICIPATION: It is anticipated that Fort Meade will participate in the project in the following ways:

- Fort Meade has made a specific tract of land available for lease. The Developer and the Army will cooperatively create a Business and Leasing Plan and jointly determine potential uses for the property
- Fort Meade will receive in-kind consideration from the Developer at least equal to the fair market value of the leased assets. The form, amount, and timing of the in-kind consideration will be defined in the Business and Lease Plan.

- Fort Meade has approval right for all subleases or tenants. Such subleases shall not conflict with the Fort Meade mission.

1.6 EVALUATION CRITERIA: Applications will be evaluated on the basis of the following criteria. A complete explanation of the criteria can be found at Section 3.9.

1.6.1 EXECUTIVE SUMMARY: Describes and provides documentation of the applicant's legal organizational structure, key people, insurance coverage, and past history. This section is meant to familiarize the Army with the applicant's organization, not to summarize the remaining sections of the proposal. The Executive Summary will be reviewed, but will not be scored.

1.6.2 RELEVANT EXPERIENCE INCLUDING PAST AND PRESENT

PERFORMANCE: Considers the extent of the applicant's corporate and key personnel experience in successfully planning for and developing large complex projects, especially under a lease arrangement. The evaluation team may consider information about other projects performed by the Developer and identified through any and all means (relevant and recent), including but not limited to customer surveys and comments from Government agencies.

1.6.3 FINANCIAL: Considers the extent of the applicant's experience in dealing with financing of large, complex real estate projects, especially under a leasing arrangement. Additionally, the applicant's financial return expectations will be considered as well as the Developer's strategy to secure financing.

1.6.4 DEVELOPMENT PLAN: Considers the methodology and plan for the design and construction of the project.

1.6.5 MARKETING PLAN: Demonstrate that the applicant has an understanding of the type of uses and sub-tenancies for this site consistent with the Army's goals and objectives.

1.6.6 PROPERTY MAINTENANCE/MANAGEMENT: Considers the ability and experience in managing, maintaining and leasing similar projects, particularly office and golf facilities, to private sector standards over an extended period of time. This feature is critical to the development's long-term viability.

1.6.7 CAPABILITY/QUALIFICATIONS: Considers the extent of the applicant's corporate and key personnel capability and qualification to provide the services required for planning and implementation of the project as well as the applicant's approach to the project.

1.6.8 ACHIEVEMENT OF ARMY GOALS, CONCEPTS AND OBJECTIVES: Considers the extent to which the applicant's approach indicates an understanding of the Army's goals, concepts and objectives, as described in Section 1.5 of this NOL, and a realistic approach to accomplishing them.

1.6.9 EXPERIENCE IN COMMUNITY RELATIONS: Considers the extent of the applicant's experience in dealing with community relations in successfully completing major developments.

2.0 ENHANCED USE LEASING DESCRIPTION AND PERFORMANCE REQUIREMENTS

2.1 SUMMARY OF LEASING PROCESS: Following selection of the Developer, the Army and the Developer will work together to produce a Business and Leasing Plan (Plan) for FORT MEADE. The Army will issue a conditional Notice of Lease award to the Developer. In developing the Plan, the Army and the Developer will consult stakeholders within the community, as appropriate. Proposed uses for the leased land will be determined during the Plan development. The Army will work with the Developer in preparing a lease and other documents required to implement the Plan.

An initial sample outline for contents of the Plan is as follows:

- A further description of the Army's goals, concepts and objectives for the leasing arrangement and methods for meeting them.
- Sources of capital, including debt and equity.
- Overall leasing and development schedule.
- Detailed leasing and development budget including operating pro forma and revenue pro forma for the term of the ground lease.
- Roles and responsibilities of the Army, FORT MEADE, and the Developer, including a description of any anticipated partnership or joint ventures by the Developer.
- Development plans and timelines, including drawings, floor plans, site plans, etc.
- A leasing plan setting forth-appropriate guidelines to ensure that all third party space leases are for uses compatible with FORT MEADE's military missions.
- Documents required to comply with the National Environment Policy Act and other applicable laws.
- Community relations plan.
- Detailed plan specifying the amount and timing for payment of in-kind consideration to FORT MEADE.
- A detailed description of any opportunities identified during the planning process that cannot be accommodated by the current lease authority, and, if feasible, a plan for proceeding under an alternative authority.

The Developer will prepare draft portions of the Plan for review by the Army and its advisors. The Army will work with the Developer to arrange for review by relevant stakeholders, including various constituencies with an interest in the project, both inside and outside the government.

At the end of the planning stage, the Plan and supporting documents will be submitted to Headquarters, Department of the Army (HQDA) for approval. If approved, the Army will execute lease arrangements and proceed with the project.

In the unlikely event that the Army and the Developer cannot agree on a Plan, implementing lease or other required documents, or if the Plan is not accepted by HQDA, the Army, at its option, may render this application process null and void, and direct the Developer to cease all work on the project. This can occur without giving rise to any right or claim by the Developer. Should this occur, the Army maintains the right, at no cost, to make full use of the Plan and to proceed to negotiate and work with other developers on this or similar projects.

2.2 LEASE PAYMENT PROVISIONS: The Developer will provide Fort Meade with in-kind consideration to include but not be limited to, the construction and near-term operation and

maintenance of two 18-hole golf courses on Parcel S, and other in-kind services not less than the fair market value of the leased land.

2.3 UTILITIES AND SUPPORT SPACE: The Developer will be responsible for coordinating all utilities and support services used in the operation and management of the newly developed buildings and leased land.

2.4 PROPERTY MAINTENANCE/MANAGEMENT: The ability to properly maintain and manage the proposed project is critical to the development's long-term viability. The Developer, as a part of the Plan, shall work with the Army to develop a property maintenance/management program that meets all project goals. The Developer will have responsibility for all property maintenance and management items throughout the life of the project.

2.5 ENVIRONMENTAL CONSIDERATIONS: As a component for BRAC at FORT MEADE, an environmental impact study (EIS) is currently underway. Army is currently determining whether EUL will either be included in the EIS or be described within the cumulative effect section. That decision will determine whether any subsequent NEPA effort will be required of the selected developer. An EBS was completed for Site S completed in July 2005. For Sites Y and Z, the installation has no reason to believe that development will be impeded and no significant negative impacts are expected as a result of previous uses of the Sites whether from the presence of unexploded ordnance (UXO's) or contaminants. For Site S, it is anticipated that there will be specific land use controls and restrictions to protect the integrity of the existing landfill cap and potentially worker safety requirements for the construction phase of the project. The installation will share all available environmental documents concerning sites Y, Z & S with the selected offeror.

2.6 DISPUTES: Any dispute concerning a question of fact or procedure arising under this application, which is not disposed of by agreement, shall be decided by the Army, who shall mail or otherwise furnish a written copy of the decision to the applicant.

2.7 SECURITY: While Parcels Y, Z & S are all located within the boundaries of the Fort Meade installation as they are outside the fenced cantonment area, the installation does not anticipate they shall be subject to heightened security procedures imposed in the event of a changing security environment. However, the installation will work with the offeror to conform to force protection building standards per DOD Buildings Standards (Reference STANDARDS) .

3.0 APPLICATION SUBMISSION

3.1 SUBMISSION INSTRUCTIONS: Developers are required to comply with the following instructions while developing their proposal. Where instructions conflict and no order of precedence is specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular paragraph shall include, as appropriate, all subparagraphs thereunder. Oral explanations or instructions given before the signing of the Lease will not be binding. Any written information concerning the application given to any prospective Developer will be furnished promptly to all other prospective Developers. If the information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Developer, the information shall be furnished as an amendment to the application. By submitting an application, applicant agrees to provide non-discrimination and Civil Rights assurances if applicable.

Additional provisions the Developer should note include:

- The information provided by the Offeror may be used by the Army to conduct a comprehensive background and credit check.
- You may provide the facilities and services to the Army as agreed upon in the Plan and lease either directly or through subleases or concession agreements that have been reviewed and accepted by the Army.
- The right is reserved, as the interest of the Army may require, to reject at any time any and all applications, to select more than one applicant, to waive any informality in applications received, and to accept or reject any items of any applications unless such application is qualified by specific limitation.
- You may joint venture with another Developer(s). A joint venture (team arrangement) shall meet the following requirements:
 - All applications submitted by joint ventures must include an original of the executed joint venture agreement.
 - Parties to the joint venture must sign the proposed Lease or Leases, as agreed to in the Plan. In the case of corporations that are joint venture entities, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, by so certifying in the joint venture agreement and by submitting a separate certification to the Army prior to Lease award. The joint venture must also provide a certificate, which identifies a single point of contact, i.e., a principal representative (by name) of the joint venture for purposes of resolution of lease matters and payment issues.

3.2 CANCELLATION OF AVAILABILITY BY THE GOVERNMENT: The Government is sponsoring this leasing transaction solely for the purpose of achieving the goals established in the enabling legislation. While the Government intends to enter into a lease with the Developer, it is under no obligation to do so, and reserves the right to cancel this availability and reject all application submissions. The Government reserves the right to suspend or modify all aspects of this process and to waive informalities and minor irregularities in offers received where it is in the best interest of the Government to do so.

3.3 LAND TRANSFER: Jones Lang LaSalle is serving as an advisor (and has recused itself from this competition) to the Army on this project. All offerors must certify they are not using nor have they used Jones Lang LaSalle to assist in the preparation of any proposal related to this project. (Conflict of Interest Certification form is included as Appendix A of this NOL.) The developer will be aware of, and shall agree to the payment of a transaction fee to Jones Lang LaSalle as a requirement of executing the ground lease at the time of the lease signing. The transaction fee will be calculated based upon of the market value of the land lease and negotiated during the completion of the Business and Lease Plan, and shall be paid 50% upon execution of the lease, and 50% upon commencement of ground rent.

3.4 HOLD HARMLESS: By participating in the application process, Developers agree to hold the United States, its officers, employees, and advisors harmless from all claims, liabilities, and costs related to all aspects of this application. Under no circumstances shall the Government be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of the submission of the NOL proposal.

3.5 AMENDMENTS TO APPLICATION PACKAGE: This application package may be amended by formal amendment document, letter, or facsimile. If this application is amended, then all terms and conditions, which are not modified, remain unchanged. Developers shall acknowledge receipt of any amendments to this application by the date and time specified in the

amendment(s). Acknowledgment shall be made by signing and returning the amendment(s), or sending a letter or telegraphic acknowledgment.

3.6 INDUSTRY FORUM NOTICE TO APPLICANTS: An Industry Forum will be held on **August 16, 2006** to discuss the approach to this transaction. Information (attendee list, presentations, questions & answers, etc.) on this industry conference will be available on the following website: <http://eul.army.mil/Fort Meade> within 10 days of the conclusion of the forum.

3.6 NOTICE OF ORAL PRESENTATIONS: Developers should note that they might be required to present their proposals orally to Fort Meade and its advisors if they are included in the competitive range. If any oral presentation is required, it shall be limited to 60 minutes. During your oral presentation, be prepared to provide information concerning any aspect of the written proposal submitted. At the conclusion of your oral presentation, plan on approximately 30-45 additional minutes to respond to questions.

The Offeror may choose a preferred type of media for making its team's oral presentation. The Army will provide an overhead projector, LCD data projector, and laptop with CD-ROM and Floppy disc compatibles. If the Offeror requires media support other than what is provided, it should be anticipated that additional equipment must be provided and set. Additionally, Offeror shall bring at least ten (10) complete sets of all overheads and any other handouts to your oral presentation. The time and date for this presentation will be scheduled individually with the Developer after the written proposal has been submitted and evaluated.

3.7 SUBMISSION OF APPLICATIONS: Offeror applications are due at 5:00 PM Eastern Time on the date specified on the project website <http://eul.army.mil/FortMeade>. The following information below must appear in the lower left corner of Lease Application envelope:

Sealed Application for Lease of Real Property

Date: September 22, 2006 (tentative)

Project Name: Fort George G. Meade Project

Other applications and modifications shall be submitted in sealed envelopes and packages addressed to the following:

U.S. Army Corps of Engineers (USACE) Baltimore District
ATTN: Tom Kretzschmar, Real Estate Division

If hand delivered, to Office Location:
10 South Howard Street, Room 7620
Baltimore, MD 21201

If mailed, to Mailing Address:
P.O. Box 1715, CENAB-RE
Baltimore, MD 21203-1715

In addition, the sealed envelopes or packages should be labeled with the Developer's name, address, contact person and time specified for receipt. Electronic, telegraphic, or facsimile offers and modifications will not be considered without express written authorization of USACE. Any applications received after the time and date specified above will be rejected and returned to the applicant unopened.

3.8 SUBMITTAL ORGANIZATION: The Developer's proposal shall consist of eight (8) original documents and seven (7) copies, plus one electronic copy submitted via CD, with the sections below clearly labeled. The sections constitute the factors that will be evaluated, each weighted equally, excluding Section I, which will not be evaluated.

Application Submittal			
Section	Description of Factor	Number of Submittals	Page Limit ¹ (8.5 x 11")
I	Executive Summary	Eight (8) original, 7 copies and one electronic copy ² to USACE	8 pages
II	Relevant Experience/Past and Present Performance	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
III	Financial	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
IV	Development Plan	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
V	Marketing Plan	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
VI	Property Maintenance/Management	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
VII	Capability/Qualifications	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
VIII	Achievement of Army Goals, Objectives and Concepts	Eight (8) original, 7 copies and one electronic copy ² to USACE	5 pages
IX	Experience in Community Relations	Eight (8) original, 7 copies and one electronic copy ² to USACE	5 pages
	TOTAL		78 pages
NOTES: 1. Any pages exceeding the limits set above will be destroyed and not evaluated. Supporting data such as mandatory forms, resumes, organizational charts, financial statements, <i>pro formas</i> , cost estimates, engineering calculations, photos, drawings and catalog cuts do not count against the page limits indicated above. 2. All sections should be submitted on the same disk/CD ROM. 3. All sections of the Application will be provided in a ten (10) font size or greater.			

Developers shall mark all information that is proprietary and not releasable to the public as proprietary.

3.9 REQUIRED FACTOR SUBMISSION INFORMATION: Each section in your submission must include a description of your approach to the following factors. These factors comprise the minimum compliance with Fort Meade and must be submitted in order for applications to be considered complete. It is the desire of Fort Meade that applicants attempt to exceed these minimum requirements where possible. The Army reserves the right to evaluate and select applicants based upon an overall best value determination.

3.9.1 SECTION I – EXECUTIVE SUMMARY:

- The name, address, telephone, e-mail, and fax numbers of each principal, partner, and/or co-venturer participating on your team and the full contact information of the representative authorized to act on behalf of the team who will serve as the main POC for all communications relating to this application.
- Identification of any affiliation or other relationship between any of the members of the team responding to this application and any development company, parent company, or subsidiary.
- A description of your status (whether a corporation, a nonprofit or charitable institution, a partnership, a limited liability company, a business association, or a joint venture)

indicating jurisdiction under whose law you are organized and operating, and a brief history of your organization and its principals.

- Date and location of establishment and the date of incorporation under the present name.
- Explanation of types of services your firm provides and how they relate to this application.
- Whether you (or team member) have ever been terminated for default, noncompliance, or non-performance on a contract or Lease. Provide a detailed description; and whether you (or team member), have been within the past five (5) years, in litigation, arbitration, or have had any judgments against you (or team member). Provide a detailed description.
- Indication of whether you ever maintained or currently maintain errors and omissions insurance and, if so, the amount of the coverage, deductible, and the carrier of the insurance.
- If your firm is a corporation, provide the following:
 - 1) Articles of Incorporation and by-laws; 2) Names, addresses, dates of birth, and Social Security numbers of officers and participating principals; 3) Corporate resolution authorizing the proposed transaction; and 4) Summary of Corporate Activity.
- If your firm is a partnership/joint venture, provide the following:
 - 1) partnership/joint venture agreement; 2) Names, addresses, dates of birth, and Social Security numbers of the partners and 3) each principal member's appropriate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the firm's successful long-term operation.
- If you are a sole proprietorship, provide Social Security number, date of birth, current address.

3.9.2 SECTION II - RELEVANT EXPERIENCE/PAST AND PRESENT PERFORMANCE:

3.9.2.1 RELEVANT PROJECT EXPERIENCE: Provide the following information on projects for which you (or team member) acted as prime developer. Identified projects must demonstrate an ability to perform a project of this magnitude and complexity.

- List of the major projects that you successfully completed or you have currently in progress covering the past ten (10) years. In the case of joint ventures, any principal member's project's over the past ten (10) years.
- For each project listed above please provide the following:
 - The name, address, type, cost (design and construction), and size (in gross square feet) of each project;
 - The name and address of the owner of each project;
 - No more than three (3) photos of each project (each photo not exceeding 8-1/2" by 11" in size) if available;
 - A description of how the project achieved an acceptable level of quality in the project planning, creation, design, and construction;
 - A description of project economics and finance including the following: 1) total development costs including hard and soft costs; 2) financing including debt and equity amounts and sources; 3) ownership structure including percentage of ownership by principal members; 4) economics of sharing arrangements between principal members or investors including identification of sources of return to the owners and investors.

A description of property management/maintenance services provided including scope of services and standards of performance. Your role and services provided for each project;

The name, current address, telephone e-mail, and fax numbers of a point of contact at the client or other stakeholder for each project (This individual must be familiar with the project and the role of the applicant played in the project and will be able to respond to the Army inquiries); and, Any other pertinent information to sufficiently describe each project.

3.9.2.2 PAST AND PRESENT PERFORMANCE: Provide the name, address, email address, telephone and fax numbers of at least four (4) clients or other stakeholders for whom you (or each team member) have successfully developed projects within the past ten (10) years. In addition to clients, you are encouraged to provide the above information from other project stakeholders that you consider important to understanding the success of your work. References for the primary developer, any partners, sub-contractors, etc should clearly be identified as such. All contact information should be the most current and up-to-date available. The Army intends to contact all the references you list; your inclusion of the information requested above will be considered authorization to do so. These references should be able to assess the degree of client (or other stakeholder) satisfaction. Some of the factors that contribute to client satisfaction and what your references may be asked to discuss with respect to you formally are as follows:

- Quality of the working relationship with the client (the tenant and/or owner)
- Professionalism and integrity with which you conducted business
- Responsiveness to the client's needs and expectations
- Level of communication
- Value added to the project as the result of cost savings, favorable financing, positive asset management, etc.
- Delivery of the project within budget and on schedule
- Quality control of the project design and construction
- Other relevant aspects in the management of a project development for a client

List all material instances of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g., binding arbitration) during the last ten (10) years and involving a claim in excess of \$50,000 to which each principal member has been a party relating to partnering and/or financial performance. For those matters involving a claim equal to or in excess of \$500,000, provide a detailed description of the litigation or ADR process.

3.9.3 SECTION III – FINANCIAL: (Note: All financial data clearly marked as proprietary will be held in confidence):

- Provide Dunn & Bradstreet numbers for all team member companies.
- If audited financial statements have been prepared by an independent Certified Public Accountant or by an independent licensed public account for the last three (3) years for your corporation or limited partnership, please provide these. Also include a personal financial statement of the key owners/principals.
- If audited financial statements have not been performed for your corporation or partnership, or if you are an individual, provide a complete and current personal financial statement for you and all partners/officers.
- Provide the names, addresses, telephone numbers, and e-mail of at least two commercial or institutional credit references from which you have previously obtained financing. Attach a letter authorizing each credit reference to respond to inquiries from

the Army. Include only those persons directly involved with the named financial interests and assure their availability for response.

- Identify the sources, and, if possible, the relative amounts from these sources, from which you expect to derive revenue during implementation and operation of the FORT MEADE project.
- Discuss the envisioned economics of sharing arrangements between principal members or investors including identification of sources of return to the owners and investors
- Describe your plan for reinvesting revenues earned back to the project itself. This should include anticipated timing and levels of refinancing and the proposed disposition of proceeds from refinancing as well as plans for adjusting the reinvestment approach in response to market standards.
- Provide a description and/or documentation demonstrating the Developer's strategy to obtain financing for this project including anticipated costs and why this strategy offers the best value to the government. Discuss your capability to secure operating capital for the project as well as your capability to secure payment or performance bonds (or other types of security) for the envisioned FORT MEADE project.

3.9.4 SECTION IV – DEVELOPMENT PLAN: This factor will be used to evaluate and demonstrate that the applicant has a clear understanding of the anticipated design and construction elements of the project. Specifically, the applicant shall submit a detailed narrative describing the applicant's proposed project concept, approach and vision, including an accurate overall description of the intended project design and construction methodology. Place special emphasis on how your approach addresses the entire project and how it demonstrates a clear understanding of the scope and complexity associated with the project. Your description should include a discussion of planned steps to ensure development of commercial office space and federal facilities as well as golf facilities. This discussion should include contract management practices that will ensure execution of the plan as designed to private sector standards. The project concept shall include, but is not limited to, the following items: 1) quality control plan; 2) safety plan; 3) phasing/sequencing including detailed logic diagram with major milestones (i.e. notice to proceed, design completion, obtaining the building permit, subcontractor selection, certificate of occupancy); and 4) project coordination . The Army is seeking a developer that will bring creativity and innovation to this project.

3.9.5 SECTION V – MARKETING PLAN: This factor will be used to evaluate and demonstrate that the applicant has an understanding of the type of uses and sub-tenancies for this site consistent with the Army's goals and objectives. Specifically, the applicant should submit a detailed narrative describing how the applicant will market the site to maximize its potential and create optimal absorption. Summarize the prospective developer's team experience marketing the proposed product type(s). Discuss the site's competitive advantages/disadvantages relative to competing properties in the market area.

3.9.6 SECTION VI – PROPERTY MAINTENANCE/MANAGEMENT: This factor considers the applicant's capability to understand and address the project's property maintenance/management responsibilities including maintenance, repair, operations, and management experience. Specifically, the Developer should provide their approach to maintenance/management of the project in accordance with private sector standards, as well as describe previous comparable projects where they have performed similar functions. Special attention should be paid to the team's experience in operations and maintenance of golf facilities comparable to what is envisioned at Fort Meade. In

addition, the Developer should include detailed information (i.e. resume) on personnel that will be involved in the FORT MEADE project.

3.9.7 SECTION VII – CAPABILITY/QUALIFICATIONS:

3.9.7.1 STAFFING PLAN: Please provide the following:

- Describe your organizational approach to executing your responsibilities, providing the overall project coordination, and responding to the Army during all phases of the project. Include an organizational chart and staffing plan that demonstrates your capability of carrying out all functions required for this project. If applicable, present a timetable for hiring any additional staff.
- For each year from 1995 to the present, summarize your workload, expressed in terms of the annualized dollar value of the projects being developed and the number of full-time staff engaged in managing project development.
- Discuss the extent to which you are planning to commit staff and other resources to the project and development of the Business and Leasing Plan.

3.9.7.2 QUALIFICATIONS OF KEY PERSONNEL: Please provide the following:

- Identify your key personnel and their respective roles during development of the Plan. Key personnel are those persons considered critical to the accomplishment of the required services. Indicate the extent to which your key personnel have worked together as a team on projects of this financial magnitude or greater.
- Provide a resume for each of your key personnel. Key personnel are those who are considered critical to the accomplishment of the Plan. Resumes, which are limited to one-page, must include a description of the individual's duties and responsibilities, education, knowledge, skills, expertise, and other qualifications relevant to development of the Plan.
- Attach a statement to the resume for each of your key personnel defining the extent of their availability and corporate commitment. The resume for each person must clearly indicate whether the person is or is not currently your employee and, if not so employed, what kind of commitment or offer of employment your firm has been made to assure availability of this person during the development of the Plan.

3.9.8 SECTION VIII – ACHIEVEMENT OF ARMY GOALS, CONCEPTS AND OBJECTIVES: This factor considers the extent to which the applicant's approach indicates an understanding of the Army's goals and a realistic approach to accomplishing them. Specifically, Developers should describe how this approach and how the goals of the Army will be achieved during the project term.

3.9.9 SECTION IX – EXPERIENCE IN COMMUNITY RELATIONS:

Explain your philosophy and specific approach to managing community relations. With respect to projects you listed under "Relevant Project Experience," describe your experiences in managing relations with the surrounding community.

3.10 SOURCE SELECTION EVALUATION PROCESS: An evaluation team will evaluate each application. The team will determine the overall value of the application to the Army and the potential for meeting the goals of the leasing arrangement, in accordance with the evaluation factors previously stated. Therefore, the application should contain all information that the Developer deems is needed by the Army to make a selection. Applications will be evaluated on their own merit, independently and objectively. While the government does not intend to meet with Developers regarding

revisions to their applications prior to any oral presentations, the Army may contact Developers to clarify certain aspects of their application or to correct clerical errors. The information submitted in your written proposal will be reviewed by the evaluation team prior to any oral presentation. This will allow the team members time to become familiar with your firm's experience, project approach, financial capabilities, and to generate questions that may be posed in anticipation of any oral presentation. The Army reserves the right to include all or short-list offerors into a competitive range before or after any oral presentations. After the final evaluation of the applications, the Army will select the applicant whose application offers the best overall value. Selection will be based on an integrated assessment of the factors set forth in Section 3.0. Upon selection, the Army and the Developer will commence work, as outlined in this Lease Proposal, with the intent to enter into a leasing arrangement.

4.0 EVALUATION CRITERIA

4.1 APPLICATION EVALUATION PROCESS: Each individual evaluation factor will be rated as indicated below. The evaluators will assign one of the following ratings to each factor:

- **Exceptional Plus (E+):** The offeror has addressed substantially all of the elements in this factor in a manner that demonstrates superior added value above a satisfactory response for substantially all of the elements.
- **Exceptional (E):** The offeror has addressed many of the elements of this factor in a manner that demonstrates superior added value above a satisfactory response and has addressed substantially all of the remaining elements in this factor in a manner that demonstrates high added value above a satisfactory response.
- **Acceptable Plus (A+):** The offeror has addressed many of the elements of this factor in a manner that demonstrates some added value above a satisfactory response and has addressed substantially all of the remaining elements in this factor in a manner that demonstrates a satisfactory response.
- **Acceptable (A):** The offeror has addressed substantially all of the elements in this factor in a satisfactory manner.
- **Unacceptable (U):** The offeror has failed to address substantially all of the elements of this factor in a satisfactory manner or has simply failed to address substantially all of the elements in this factor.
- **Neutral:** This rating will only be used to evaluate an offeror in the past performance evaluation factor. The offeror did not have a sufficient history that could be evaluated in a level of detail that allowed the evaluation team to draw a conclusion about the offeror's past performance.

4.2 In addition, the evaluators will assign an overall rating to each proposal as indicated below:

- **Exceptional Plus (E+):** The offeror has addressed substantially all of the elements in all of the factors in a manner that demonstrates superior added value above a satisfactory response.
- **Exceptional (E):** The offeror has addressed many of the factors in a manner that demonstrates superior added value above a satisfactory response and has addressed substantially all of the remaining factors in a manner that demonstrates high added value above a satisfactory response.
- **Acceptable Plus (A+):** The offeror has addressed many of the factors in a manner that demonstrates some added value above a satisfactory response and has addressed substantially all of the remaining factors in a manner that demonstrates a satisfactory response.
- **Acceptable (A):** The offeror has addressed substantially all of the factors in a satisfactory manner.

- **Unacceptable (U):** The offeror has failed to address substantially all of the factors in a satisfactory manner or has simply failed to address substantially all of the factors.

4.3 The evaluators will justify the evaluation factor rating by drawing upon the strengths, weaknesses, and risks identified for each of the evaluation factors. In addition to the ratings above, a risk rating will be assigned to each of the individual factors. The purpose of this rating is to assess the level of risk associated with each offeror. The evaluators will assign one of the following ratings to each of the individual factors:

- **Low Risk:** Any weaknesses identified by the evaluators have little potential to cause disruption to the planning and implementation phases. Normal contractor/government effort and monitoring will probably minimize any difficulties.
- **Moderate Risk:** These are weaknesses identified by the evaluators that can potentially cause disruption to the planning and implementation phases. Special contractor/government emphasis and close monitoring will probably minimize any difficulties.
- **High Risk:** These are weaknesses identified by the evaluators that have the potential to cause significant disruption to the planning and implementation phases even with special contractor/government emphasis and close monitoring. The evaluators will document the weaknesses and their potential impact on disruption to the planning and implementation phases of the installation specific projects to justify the contractor selection rating. Orals will be evaluated on the same basis as the written proposals and blended into the final evaluation.

5.0 ARRANGEMENTS FOR INSPECTION OF SITE

A site visit will be provided via bus tour on August 16, 2006 during the Industry Forum. Any additional requests for site visits or tours must follow the Industry Forum, and shall be directed through Fort Meade courtesy of Bert Rice or through the Army Corps of Engineers courtesy of Tom Kretzschmar during normal duty hours of 0700-1630 (EST) at the numbers indicated below. Arrangements should be made with a minimum of 24 hours advance notice:

- Bert Rice, EUL Project Officer – 301-677-2847
- Tom Kretzschmar, Corps of Engineers Project Manager – 410-962-5602

6.0 POINTS OF CONTACT

6.1 INFORMATION AND CLARIFICATIONS: Questions, clarifications, inquires on leasing issues, title and general information requests can be directed to the following:

Office Name Address Phone & Fax

U.S. Army Corps of Engineers,
Baltimore District
ATTN: Real Estate Division,
Robert Penn
10 South Howard Street
Baltimore MD 21201
Mailing Address:
PO Box 1715
Baltimore MD 21203-1715
Email:
bob.penn@nab02.usace.army.mil
P 410-962-3000
F 410-962-4922

U.S. Army Corps of Engineers,
Baltimore District
ATTN: Real Estate Division,
Thomas Kretzschmar
10 South Howard Street
Baltimore MD 21201
Mailing Address:
PO Box 1715
Baltimore MD 21203-1715
Email:
Thomas.Kretzschmar@us.army.mil
P 410-962-5602
F (410) 962-0866

APPENDIX A

CONFLICT OF INTEREST CERTIFICATION

The Offeror hereby certifies that Jones Lang LaSalle did not assist in the development of this proposal for the Fort Meade Enhanced Use Leasing Project.

Name: _____

Company: _____

Date: _____

Signature: _____

This form should be signed by the person authorized to represent the significant parties comprising the project team and should be included in the Offeror's proposal.

**APPENDIX B
ENVIRONMENTAL AND CULTURAL**

Available environmental documents are posted on the Corps of Engineers EUL website, <http://eul.army.mil/current.htm>:

- EBS for site S